

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
830 MoDOT Drive (physical address, zip code 65109)
P.O. Box 270 (mailing address, zip code 65102)
Jefferson City, MO**

REQUEST NO.	9-131001BR	
DATE	September 4, 2013	
PAGE NO.	1	NO. OF PAGES <u>20</u>
		—

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

2:00 p.m., Local Time, CDT, October 1, 2013

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered
Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET
FOR OPENING.

BUYER: Beth Rodeman

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL:

Elizabeth.Rodeman@modot.mo.gov

SUPPLIES OR SERVICES

Maintenance and Minor Repair of Fuel Management System(s)

To establish a contract to establish multiple Time-and-Material (T&M) Price Agreements (PAs) with an effective date of Notice to Proceed and ending June 30, 2014, in accordance with the following pages.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned Bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? ☐ Yes ☐ No

Title: _____
Is your firm WBE certified? ☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid (RFB) seeks bids from qualified organizations to provide **maintenance and minor repair of fuel management system(s)**, to include the automated fuel management and tank monitoring systems, located at various MoDOT locations to be rendered to the Missouri Highways and Transportation Commission, acting by and through its operating arm, Missouri Department of Transportation (hereinafter "MoDOT"). Each bid must be in a sealed envelope, be mailed or delivered by courier to the Buyer at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the Buyer. **Bids must be returned to the office of the Buyer no later than 2:00 p.m., CDT, October 1, 2013.**

BUYER:

Beth Rodeman, General Services Specialist
Missouri Department of Transportation, General Services
830 MoDOT Drive (physical address, zip 65109)
P.O. Box 270 (mailing address, zip 65102)
Jefferson City, MO
PHONE: 573-526-2744

1.2 Bid forms and information:

- 1.2.1 Bid forms may be obtained by contacting Beth Rodeman at 573-526-2744, elizabeth.rodeman@modot.mo.gov, or by electronically downloading them at no charge from http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm.
- 1.2.2 Written Questions: All questions must be submitted in writing to Beth Rodeman no later than 2:00 p.m., Local Time, CDT, Tuesday, September 24, 2013, at elizabeth.rodeman@modot.mo.gov or the address shown above. Any questions received after this deadline will not be accepted. MoDOT may post the responses to questions on-line or issue an addendum. Responses to questions and/or an addendum will be posted on MoDOT's website at: http://modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm.
- 1.2.3 **Notice to Bidders:** It is the sole responsibility of the Bidder to check for any and all addenda throughout the bid process. Sign and return any and all addenda with the bid package.
- 1.2.4 **FINAL CHECKLIST BEFORE SUBMITTING BID:**

- ____1. Complete the Bid Form by filling in the total dollar amount(s) of the bid; listing any addenda which may have been issued; sign the proper signature line, and supply the required information in connection with the signature for the individual Bidder, joint adventurer, or corporation.
- ____2. Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.
- ____3. Complete the Vendor Information and Preference Certification Form.
- ____4. Complete the form that is applicable to your company. Either the:

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for use by corporations)

or the

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP.
- ____5. If an addendum (addenda) is issued attach a signed original(s) to the back of the bid package.

1.2.5 Newspaper Advertisement

Notice to Contractors:

MoDOT will receive bids on RFB # 9-131001BR at General Services, Procurement, 830 MoDOT Drive, Jefferson City, MO, until 2:00 p.m. CDT, October 1, 2013, for the maintenance and minor repair of fuel management system(s) located at various MoDOT locations. Download plans and forms at no charge from <http://www.modot.org/gsbidding>, or contact Beth Rodeman at 573-526-2744 or Elizabeth.Rodeman@modot.mo.gov.

1.3 General Information:

1.3.1 This document constitutes an invitation for competitive, sealed bids for the procurement of the **maintenance and minor repair of fuel management system(s)**, to include automated fuel management and tank monitoring systems, as set forth herein.

1.3.2 Organization: This RFB is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission and Award
- 4) Pricing Pages
- 5) Terms and Conditions
- 6) Exhibits

1.4 Proof of Competency of Bidder:

1.4.1 A Bidder may be required to furnish evidence, satisfactory to MoDOT, that they have sufficient means and experience in the types of work called for to assure completion of the agreement in a satisfactory manner.

1.5 Maintenance Hourly Rate Explanation:

1.5.1 "Maintenance work" means the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased. Maintenance work may also include basic preventative maintenance and inspection.

a. This definition shall apply to Price Column 1 on the pricing page titled "Maintenance Hourly Rate".

1.5.2 Bidders must state their firm-fixed price in terms of price per hour for "maintenance" work services to be rendered to MoDOT hereunder. The firm-fixed price bid for the maintenance hourly rate shall include salary, fringe benefits, overhead, general & administrative expense, and profit.

1.6 Supplies Pricing Explanation:

1.6.1 Bidders must use only Original Equipment Manufacturer (OEM) parts.

1.6.2 When billing for time and materials work, the Bidder may calculate the materials cost by adding a mark-up onto the price they paid. Bidders that add little to no mark-up on direct and indirect materials or special equipment rental will be favored in selection for service calls.

1.6.3 For example, if the Bidder spends \$100.00 for direct and indirect supplies for a project, and bids 120% of their actual cost (20% mark-up), the Bidder may bill for the MLP or \$120.00, whichever is less, for supplies. The percentage rate bid by the Bidder should include only their mark-up percentage, which in the example above would be 20%. If the Bidder does not intend to mark-up their materials/supplies, then their bid would be 0%.

1.6.4 Bidders must state their price for materials/supplies as the lower of the manufacturer's list price or a percentage of their actual cost for materials/supplies installed or consumed in each project as explained herein and on the Pricing Page, Column 2. **Mark-up for materials/supplies exceeding 20% will not be accepted.**

1.7 Mobilization Rate Explanation:

1.7.1 The Bidder may charge this amount for arriving at a site, if and when requested by MoDOT, to evaluate and/or repair the fuel management system(s). This is a one-way per-mile amount to be charged for mobilization that commences from the Bidder's business address and ceases at the MoDOT job site.

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The Bidder shall provide maintenance and minor repair of fuel management system(s), including but not limited to the automated fuel management and tank monitoring systems, on an as needed, if needed Time-and-Materials (T&M) basis.
- 2.1.2 The Bidder shall provide all services, if requested, to the sole satisfaction of MoDOT.
- 2.1.3 The notice of bid acceptance does not constitute a directive to proceed. Before providing supplies or services, the Bidder must receive authorization from the MoDOT's District Facilities Operations Supervisor or their designated representative.
 - a. In the event that maintenance or a repair is anticipated to **exceed \$3,000.00**, before providing supplies or services, the Bidder must receive authorization in the form of a signed purchase order from the MoDOT's District Facilities Operations Supervisor or their designated representative.
- 2.1.4 The Bidder shall understand and agree that no guaranteed amount of services will be requested.
- 2.1.5 The Bidder shall agree and understand that the acceptance of bid(s) shall not be construed as an exclusive arrangement.
- 2.1.6 The Bidder shall agree and understand that MoDOT may secure identical or similar supplies and services from other sources at any time.
- 2.1.7 The intent of any price agreement resulting from this RFB will be for services that are estimated to be less than \$25,000 per project.

2.2 Specific Requirements:

- 2.2.1 Service calls are typically spontaneous due to unexpected fuel system failure or newly discovered fuel system deficiencies. Most cases are identified as an **emergency** by the Facilities Operations Supervisor or his/her representative. Fuel management systems service response to emergencies shall be **within six (6) business hours** after receiving notification.
- 2.2.2 Since each project differs in its specific detail, the MoDOT's District Facilities Operations Supervisor will initiate the work by contacting the Bidder with a request for services, a general description of the maintenance or repair work required and its location.
 - a. The Bidder shall agree and understand that service projects may include, but not necessarily be limited to, any of the following requirements for basic preventive maintenance, inspection, and/or repair:
 - 1) Calibrate fuel island
 - 2) Repair electrical issues at pump and card reader
 - 3) Replace or repair fuel pump
 - 4) Replace or repair motor
 - 5) Replace or repair pulser
 - 6) Repair fuel tank
 - 7) Fuel tank cleaning
- 2.2.3 A total Not-To-Exceed (NTE) amount must be agreed upon for each service call. Under this arrangement, the Bidder can charge for its labor and materials up to an agreed upon maximum dollar amount. If the time and materials costs for that service call exceed that maximum amount, the Bidder must charge the NTE amount and the Bidder assumes the excessive costs.
- 2.2.4 If and when requested, the Bidder will be required to prepare and submit a written work plan for projects over \$3000.00 to the Facilities Operations Supervisor within 5 working days.
 - a. MoDOT will supply recommended work plan form.
 - b. At a minimum, the work plan must include the following information:
 - 1) The services and materials required to complete the service project.
 - 2) The number of hours, by occupational title, required to complete the project.

- 3) A guaranteed not-to-exceed price for completing the service project utilizing the firm-fixed prices stated on the pricing page and the applicable classifications.
- 4) A complete list of supplies needed to complete the project.
- c. Acceptance of the final work plan will be evidenced by the MoDOT's District Facilities Operations Supervisor presenting the Bidder with a signed authorized purchase order that fully describes the supplies and services to be provided by the Bidder.

2.2.5 Experienced suppliers should be able to estimate the hours needed for completion of a job. MoDOT will not pay for any overage. The only allowance for exceeding the number of labor hours is through the change order process.

2.2.6 Occasionally MoDOT may need the Bidder to provide one or more persons to assist MoDOT's staff on a temporary, hourly basis; however, the Bidder shall understand and agree that MoDOT does not guarantee any specific usage of the Bidder's services.

2.3 Invoicing and Payment Requirements:

2.3.1 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

2.3.2 For purchases over \$3,000.00, requiring the use of a purchase order, the Bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

- a. Each invoice must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- b. The Bidder shall understand and agree MoDOT reserves the right to make contract payments to the Bidder through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Bidder must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each Bidder invoice must be on the Bidder's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the Bidder to properly apply state payments to invoices. The Bidder must comply with all other invoicing requirements stated in the RFB.
- c. The Bidder shall be paid in accordance with the rates stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- d. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.

2.4 Other Contractual Requirements:

2.4.1 Contract Period - The contract shall commence from the date of Notice to Proceed until June 30, 2014, with up to three (3) one-year renewal option periods, or any portion therein. If the option for renewal is exercised by MoDOT, the Bidder shall agree to all terms and conditions of the RFB and all subsequent addenda. Renewal options are at the sole discretion of MoDOT.

2.4.2 Renewal Periods - If the option for renewal is exercised by MoDOT, the Bidder shall agree that the percentages for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.

- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
- b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

2.4.3 Escalation Clause - In the event the Bidder requests a price increase during the contract period, either the original contract period or any contract renewal period, the Bidder must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the Bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The Bidder shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

2.4.4 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

2.4.5 Insurance Requirements:

- a. The Bidder is directed to the "*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*" attached to the bid documents, regarding the amount and types of insurance certificates required to be submitted by the Bidder.

3. BID SUBMISSION and AWARD

3.1 Bid Submission:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked "**maintenance and minor repair of fuel management system(s)**".
- 3.1.2 All bids must be received at the office of the Buyer as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION". It is the sole responsibility of the Bidder to see that their bid is received on time.
- 3.1.3 Bids must be completed on the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid.
- 3.1.4 Submit only the original signed copy of the bid, along with the original signed copy of any and all addenda.
- 3.1.5 No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the Bidder unopened.
- 3.1.6 The Bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.
- 3.1.7 Open Competition/Request For Bid Document:
 - a. It shall be the Bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from Bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the Bidder to another contact. Such communication should be received no later than 2:00 p.m., Local Time, CDT, Tuesday, September 24, 2013.
 - b. Every attempt shall be made to ensure that the Bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all Bidders will be advised, via the issuance of an addendum to the RFB, of any relevant or pertinent information related to the procurement. Therefore, Bidders are advised that as specified elsewhere in the RFB, any questions received after 2:00 p.m., Local Time, CDT, Tuesday, September 24, 2013, will not be answered.

- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Bidders, price-fixing by Bidders, or any other anticompetitive conduct by Bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.2 Award:

3.2.1 Multiple Award Price Agreements:

- a. This is expected to be a 'Multiple Award' bid where no one Bidder may be the apparent lowest and best bid with the capacity to accomplish the possible work described herein throughout the entire State of Missouri.
- b. Several Bidders may receive formal purchase agreements to perform work on an as needed, if needed basis.
- c. Districts Facilities Operations Supervisors may use Bidder prices in their selection to determine the lowest and best price for the location that requires services and material described herein.
- d. The criteria for selecting a Bidder to perform necessary work will be decided by considering the Bidders' bid prices; capacity to accomplish the work in a time frame that is dictated by conditions; and reliability based on past performance.
- e. At its sole discretion, MoDOT may solicit additional Bidders for the work described herein.

4. PRICING PAGES

4.1 Bidders must provide firm, fixed pricing information in the tables below for the Missouri counties in which they are willing to work. Counties are grouped within the seven (7) MoDOT Districts as shown on the map at Exhibit A, MoDOT District Map. Those counties that a vendor does not wish to bid should be left blank. The pricing shall be for the original contract period for providing the deliverables/services in accordance with the provision and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below. Bidders may bid ANY or ALL Counties. Sign where indicated below and return with all required solicitation documents.

4.1.1 Reference pricing explanations at paragraphs 1.5, 1.6 and 1.7 for further clarification regarding completion of columns 1-3 of the pricing pages.

4.2 Renewal Periods: The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

1st Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease.

2nd Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease.

3rd Renewal Period _____ % of maximum increase and/or _____ % of maximum decrease.

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

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Maintenance and Minor Repair of Fuel Management System IDC

Northwest District Pricing Page

County	Current Locations	Column 1 Maintenance Hourly Rate	Column 2 Supplies Mark- Up Percentage (Max 20% or List Price; entry of 10% = lesser of 110% or List)	Column 3 Mobilization Rate PER MILE one way from home portal to job site*
Andrew	Savannah	\$	%	\$
Atchison	Tarkio	\$	%	\$
Buchanan	Rushville & St. Joe Metro	\$	%	\$
Caldwell	Hamilton	\$	%	\$
Carroll	Carrollton	\$	%	\$
Chariton	Keytesville	\$	%	\$
Clinton	Lathrop	\$	%	\$
Daviess	Gallatin	\$	%	\$
DeKalb	Cameron & King City	\$	%	\$
Gentry	Albany	\$	%	\$
Grundy	Trenton	\$	%	\$
Harrison	Bethany	\$	%	\$
Holt	Mound City	\$	%	\$
Linn	Brookfield	\$	%	\$
Livingston	Chillicothe	\$	%	\$
Mercer	Princeton	\$	%	\$
Nodaway	Clearmont & Maryville	\$	%	\$
Putnam	Unionville	\$	%	\$
Sullivan	Milan	\$	%	\$
Worth	Grant City	\$	%	\$

Location(s) of home portal to service this area _____

*Maximum number of miles to be charged per project from home portal to job site _____

Signature of Bidder: _____

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Maintenance and Minor Repair of Fuel Management System IDC

Northeast District Pricing Page

County	Current Locations	Column 1 Maintenance Hourly Rate	Column 2 Supplies Mark- Up Percentage (Max 20% or List Price; entry of 10% = lesser of 110% or List)	Column 3 Mobilization Rate PER MILE one way from home portal to job site*
Adair	Kirksville	\$	%	\$
Audrain	Mexico	\$	%	\$
Clark	Kahoka	\$	%	\$
Knox	Edina	\$	%	\$
Lewis	Canton	\$	%	\$
Lincoln	Elsberry & Troy	\$	%	\$
Macon	Macon & New Cambria	\$	%	\$
Marion	Hannibal	\$	%	\$
Monroe	Paris	\$	%	\$
Montgomery	New Florence	\$	%	\$
Pike	Bowling Green	\$	%	\$
Ralls	Center	\$	%	\$
Randolph	Moberly	\$	%	\$
Schuyler	Lancaster	\$	%	\$
Scotland	Memphis	\$	%	\$
Shelby	Shelbina	\$	%	\$
Warren	Warrenton	\$	%	\$

Location(s) of home portal to service this area _____

*Maximum number of miles to be charged per project from home portal to job site _____

Signature of Bidder: _____

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Maintenance and Minor Repair of Fuel Management System IDC

Kansas City District Pricing Page

County	Current Locations	Column 1 Maintenance Hourly Rate	Column 2 Supplies Mark- Up Percentage (Max 20% or List Price; entry of 10% = lesser of 110% or List)	Column 3 Mobilization Rate PER MILE one way from home portal to job site*
Cass	Belton & Harrisonville	\$	%	\$
Clay	Kansas City, Kearney & Liberty	\$	%	\$
Jackson	Kansas City & Lee's Summit	\$	%	\$
Johnson	Knob Noster & Warrensburg	\$	%	\$
Lafayette	Concordia & Odessa	\$	%	\$
Pettis	Sedalia	\$	%	\$
Platte	Kansas City & Platte City	\$	%	\$
Ray	Richmond	\$	%	\$
Saline	Marshall	\$	%	\$

Location(s) of home portal to service this area _____

*Maximum number of miles to be charged per project from home portal to job site _____

Signature of Bidder: _____

RFB 9-131001BR

Maintenance and Minor Repair of Fuel Management System IDC

Central District Pricing Page

County	Current Locations	Column 1 Maintenance Hourly Rate	Column 2 Supplies Mark- Up Percentage (Max 20% or List Price; entry of 10% = lesser of 110% or List)	Column 3 Mobilization Rate PER MILE one way from home portal to job site*
Boone	Columbia & Hallsville	\$	%	\$
Callaway	Callaway, Mokane, and Williamsburg	\$	%	\$
Camden	Camdenton	\$	%	\$
Cole	Jefferson City	\$	%	\$
Cooper	Booneville	\$	%	\$
Crawford	Cuba & Steelville	\$	%	\$
Dent	Salem	\$	%	\$
Gasconade	Owensville	\$	%	\$
Howard	Fayette	\$	%	\$
Laclede	Falcon & Lebanon	\$	%	\$
Maries	Vienna	\$	%	\$
Miller	Eldon & Iberia	\$	%	\$
Moniteau	California	\$	%	\$
Morgan	Versailles	\$	%	\$
Osage	Linn	\$	%	\$
Phelps	Edgar Springs & Rolla	\$	%	\$
Pulaski	St. Robert	\$	%	\$
Washington	Cadet	\$	%	\$

Location(s) of home portal to service this area _____

*Maximum number of miles to be charged per project from home portal to job site _____

Signature of Bidder: _____

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Maintenance and Minor Repair of Fuel Management System IDC
St. Louis District Pricing Page

County	Current Locations	Column 1 Maintenance Hourly Rate	Column 2 Supplies Mark- Up Percentage (Max 20% or List Price; entry of 10% = lesser of 110% or List)	Column 3 Mobilization Rate PER MILE one way from home portal to job site*
Franklin	Beaufort, Pacific & St. Clair	\$	%	\$
Jefferson	Cedar Hill, Desoto & Festus	\$	%	\$
St. Charles	St. Charles & Wentzville	\$	%	\$
St. Louis	Chesterfield, Ballwin, Eureka & Town and Country	\$	%	\$
St. Louis City	St. Louis	\$	%	\$

Location(s) of home portal to service this area _____

*Maximum number of miles to be charged per project from home portal to job site_____

Signature of Bidder:_____

RFB 9-131001BR

Maintenance and Minor Repair of Fuel Management System IDC

Southwest District Pricing Page

County	Current Locations	Column 1 Maintenance Hourly Rate	Column 2 Supplies Mark- Up Percentage (Max 20% or List Price; entry of 10% = lesser of 110% or List)	Column 3 Mobilization Rate PER MILE one way from home portal to job site*
Barry	Cassville & Monett	\$	%	\$
Barton	Lamar	\$	%	\$
Bates	Butler	\$	%	\$
Benton	Cole Camp & Warsaw	\$	%	\$
Cedar	Eldorado Springs & Stockton	\$	%	\$
Christian	Ozark	\$	%	\$
Dade	Greenfield	\$	%	\$
Dallas	Buffalo	\$	%	\$
Greene	Republic & Springfield	\$	%	\$
Henry	Clinton	\$	%	\$
Hickory	Preston	\$	%	\$
Jasper	Carthage & Joplin	\$	%	\$
Lawrence	Mt. Vernon	\$	%	\$
McDonald	Anderson	\$	%	\$
Newton	Neosho	\$	%	\$
Polk	Bolivar	\$	%	\$
St. Clair	Osceola	\$	%	\$
Stone	Lampe & Galena	\$	%	\$
Taney	Bradleyville & Branson	\$	%	\$
Vernon	Nevada	\$	%	\$
Webster	Marshfield & Seymour	\$	%	\$

Location(s) of home portal to service this area _____

*Maximum number of miles to be charged per project from home portal to job site _____

Signature of Bidder: _____

RFB 9-131001BR

Maintenance and Minor Repair of Fuel Management System IDC

Southeast District Pricing Page

County	Current Locations	Column 1 Maintenance Hourly Rate	Column 2 Supplies Mark- Up Percentage (Max 20% or List Price; entry or 10% = lesser of 110% or List)	Column 3 Mobilization Rate PER MILE one way from home portal to job site*
Bollinger	Marble Hill & Patton	\$	%	\$
Butler	Poplar Bluff & Qulin	\$	%	\$
Cape Girardeau	Cape Girardeau & Jackson	\$	%	\$
Carter	Ellsinore & Van Buren	\$	%	\$
Dent	Bunker			\$
Douglas	Ava	\$	%	\$
Dunklin	Kennett & Malden	\$	%	\$
Howell	West Plains & Willow Springs	\$	%	\$
Iron	Bellevue	\$	%	\$
Madison	Fredericktown	\$	%	\$
Mississippi	Charleston	\$	%	\$
New Madrid	Kewanee	\$	%	\$
Oregon	Alton	\$	%	\$
Ozark	Dora & Gainesville	\$	%	\$
Pemiscot	Hayti	\$	%	\$
Perry	Perryville	\$	%	\$
Reynolds	Centerville & Ellington	\$	%	\$
Ripley	Doniphan	\$	%	\$
Scott	Sikeston	\$	%	\$
Shannon	Winona	\$	%	\$
St. Francois	Park Hills	\$	%	\$
Ste. Genevieve	Ste. Genevieve	\$	%	\$
Stoddard	Advance, Dexter & Puxico	\$	%	\$
Texas	Houston & Summersville	\$	%	\$
Wayne	Piedmont & Silva	\$	%	\$
Wright	Mountain Grove	\$	%	\$

Location(s) of home portal to service this area _____

*Maximum number of miles to be charged per project from home portal to job site _____

Signature of Bidder: _____

TERMS AND CONDITIONS

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**", **Exhibit B**, must be completed and returned with the solicitation documents.

- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.
 - a. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit D.

Construction Safety Program

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

EXHIBIT A

MoDOT District Map

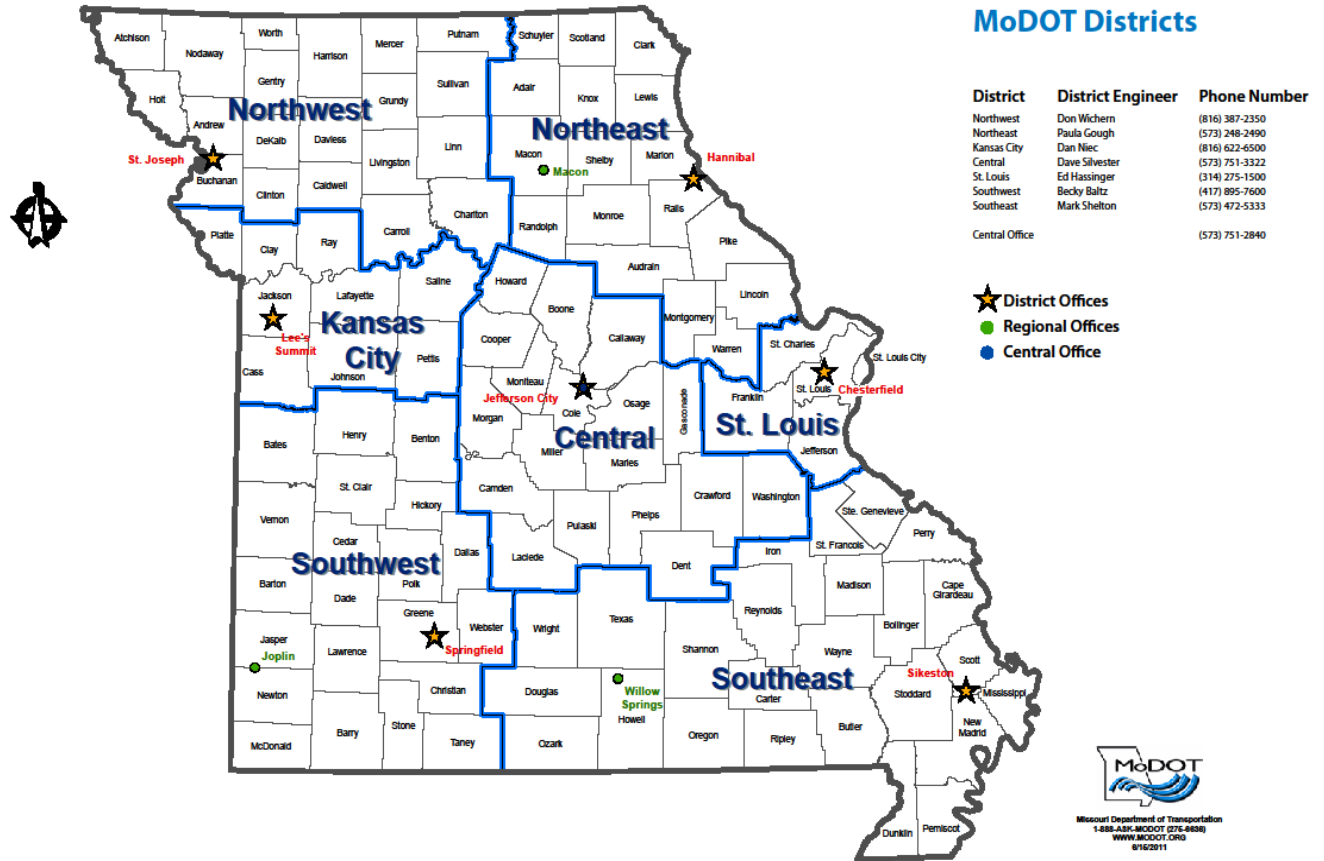


EXHIBIT B
VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:	
<i>If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u></i>	
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:	
<u>M/WBE Name</u>	<u>Percentage of Contract</u>
<u>M/WBE Certifying Agency</u>	
<i>If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u></i>	

Preference Certification
All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u></i>	
<u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:	
Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.	
Service-Disabled Veteran Business is defined as a business concern:	
a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and	
b. The management and daily business operations of which are controlled by one or more service-disabled veterans.	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

EXHIBIT C

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally
known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being
by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

- • *[documentation of enrollment/participation in a federal work authorization program attached]*

EXHIBIT D

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____,

personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

owner or partner business name

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires: